RESOLUTION

Be it resolved by the City Council of the City of El Paso:

That the Mayor be authorized to sign the following contracts on behalf of the Arts and Culture Department to present the following groups at the FY05 Music Under the Stars World Festival, to be held at the Chamizal National Memorial, as recommended by the Arts & Culture Department Advisory Board and staff.

- 1. Folklore Productions for Balfa Toujours; one performance Sunday, June 5, 2005; cost of \$7,500.
- 2. Avelardo Chavez for Windy City; one performance Sunday, June 12, 2005; cost of \$800.
- 3. Fernando Lechuga for Azucar; one performance on Sunday, June 19, 2005; cost of \$800.
- 4. Folklore Productions for Dirk Powell Band; one performance on Sunday, June 26, 2005; cost of \$7,500.
- 5. Eye for Talent for Chuchumbe; one performance on Sunday, July 17, 2005; cost of \$10,000.
- 6. Marcos Casiano for Kactus Jazz; one performance on Sunday, July 24, 2005; cost of \$600.
- 7. Folklore Productions for Dervish; one performance on Sunday, July 31, 2005; cost of \$10,000.
- 8. Raymundo Villaneda for Star City Band; one performance on Sunday, August 7, 2005; cost of \$800.
- 9. Hal Ector for Taumbu; one performance on Sunday, August 14, 2005; cost of \$7,000.
- 10. El Paso Symphony Orchestra; one performance on Sunday, August 28, 2005; cost of \$15,000.

ADOPTED THIS 14th day of September, 2004.

THE CITY OF EL PASO

	Joe Wardy Mayor
ATTEST:	•
Richarda Duffy Momsen City Clerk	
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John E Nongo	Asian daine Davis
Jøhn F. Nance Assistant City Attorney	Álejandrina Drew Director, Arts and Culture Department

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **FOLKLORE PRODUCTIONS**, hereinafter referred to as the "Contractor," as the designated representative for **BALFA TOUJOURS**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes or one (1) set of 90 minutes to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, June 5, 2005 at the Chamizal National Memorial. Last song and encore should begin no sooner or later than 9:30 p.m.

- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic concert lighting and sound equipment will be provided and operated by National Park Service personnel.
- c. Concert may begin earlier or later at the discretion of the City of El Paso Arts and Culture Department due to weather conditions.
- d. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- e. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- f. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- 2. In consideration for such services, the City shall pay the Contractor SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and

- b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
- c. A meal and refreshments for the Artists and technical staff backstage the day of the performance.
- d. Local transportation to and from airport, hotel, and performing site.
- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the

Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.
- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include current Artist's biographical information;
 - b. Eight (8) black-and-white glossy photographs, suitable for publication (color preferred);
 - c. Four (4) color slides, horizontal format, suitable for television, if available;

- d. Four (4) compact discs, if available;
- e. One (1) digital image, if available;
- f. Itinerary, number of people traveling and list of luggage and equipment;
- g. Stage diagram with sound and microphone requirements;
- Culture Department, in duplicate and ninety (90) days after the signing of this contract or before, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

13. Contractor should contact the Arts and Culture Department directly to discuss sales of Contractor's CDs. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.

14. Contractor warrants that it has full and current legal authority to act and contract

for the Artist at the time and place specified in this Contract.

15. Contractor shall be responsible for any damage to any facilities or equipment

caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any

and all costs or repairs and or replacement. The City through its Arts and Culture Department

will furnish the Contractor with a detailed written statement of any such damages and cost of

repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

16. Only members of the Artist's group, authorized Artist's technical personnel and

members of the City or Chamizal National Memorial Theater Staff shall be permitted backstage

during the concert. Unauthorized persons shall not be admitted backstage during the concert.

17. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is

incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties in

reference to the services of the Contractor and Artist for the City and in reference to any of the

matters provided for or discussed or mentioned in reference to the providing of such services, all

promises, representations and understandings relative hereto being herein merged.

19. Any notices required under this Contract shall be sufficient if sent by certified

mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

6

CONTRACTOR: Folklore Productions

or to such other addresses as the parties may indicate to each other in writing.

20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(signatures continue on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO
	Joe Wardy
	Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

BALFA TOUJOURS MUSIC UNDER THE STARS WORLD FESTIVAL (OUTDOORS STAGE) TECHNICAL RIDER SUNDAY, JUNE 5, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER.

STAGE: The stage floor and backstage area must be clean and free of nails, splinters, And/or any other protrusions.

SOUND SYSTEM: Electro-Voice MT-4 concert system, Monitors on stage, 24 monitors mixing console with 8 monitors, 1 reverb SPX 900. 3 DI active boxes and 8 passive; 1 graphic equalizer stereo 1/3 octave, 1 stereo composer, 2 digital effects (SPX 990, Peavey ultra verb. 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. A monitor mixing board with 5 Individual mixes on stage. Vocal microphones on stands, instrumental microphones, boom arms, goosenecks, adapters are available. Professional sound staff of the National Park will be the only ones to operate the sound system.

SOUND TECHNICIAN: A qualified sound person from National Park Service staff to Operate sound during the concert. Including stagehands to assist with the installation and placement of sound and to load in and load out.

STAGEHANDS: 2 Qualified Sound Technician (one for monitor mixing board)

1 Stagehand

3 Stagehands provided by ACD

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOMS: 2 dressing rooms will be available with mirrors proper lighting and proper air conditioning **inside theater** building for the performers. **This is a non-smoking area.**

SOUND CHECK: Will be 90 minutes prior to performance. Performance will start at 7:30 P.M. A 15 minutes intermission between two sets of performance duration of 45 minutes.

SCHEDULE 3:30 P.M.- 5:00 P.M. Load in and set up

5:30 P.M. - 7:00P.M. Sound Check

7:30 P.M.- 9:30 P.M. Concert with 15 minutes intermission

9:45 P.M.- 11:00P.M. Load out

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS: Bottled water, juices, diet sodas, coffee, fruit & vegetable tray, nut, low carbohydrate meal (grain based food), and necessary supplies will be available on the day of the performance and will be available at 5:30p.m. for 6 people.

MERCHANDISE SALES: A staff of the Arts and Culture Department will be responsible to sell, reconcile, and get proper change for sales of merchandise. ACD takes a 10% commission and 8.25% sales tax on Compact disks and cassettes only.

MISCELLANEOUS: ACD will provide a list of hotels.

RENTAL OF INSTRUMENTS: Backline sound equipment will be rented out If Information Is submitted at the signing of the contract or 120 days prior to the performance.

TRANSPORTATION: ACD will provide a 10 cargo van and a city vehicle to transport artists from airport, hotel, theater, and back.

TO BE PROVIDED BY CONTRACTOR/ARTIST

INSTRUMENTS & CD SALES: Balfa Toujours will provide all their instruments. Artists must submit a list of compact disks/cassettes sale 90 days prior to the performance.

CONTENT OF PROGRAM: A detailed content of the program that will be performed In El Paso, Texas needs to be provided with the signed contract or 120 days prior to the performance.

LODGING: Agent and/or Tour Manager Is responsible to make the necessary arrangements to make reservations and pay the fee for the lodging for performers. Arts and Culture Department will provide a list of hotels that honor a discount.

ITINERARY: Shall be provided 90 days prior to performance including lodging Information. A copy of Itinerary should be sent to the Technical Coordinator or faxed to 915-541-4902.

OTHER REQUIREMENTS

The artists may not make Birthdays, personal announcements or publicity of any kind during the performance, only announcements on Compact disks or audiocassette sales.

No other performers will be allowed on stage without previous approval from ACD. No individuals will be allowed backstage other than Chamizal staff, ACD staff, contractual stagehands, performers, and security staff.

Artist has agreed to provide photographs or a demonstration video to assist in the local promotion of Artist's presentation.

Artist hereby grants permission to	the	City of El Paso	to use suc	h m	ateri	als als	o in	a video
collage promoting the variety of	arts	programming	supported	by	the	Arts	and	Culture
Department and the City of El Paso.				•				

APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
	By: Milet scale
Director, Arts and Culture	Title: resida (

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **AVELARDO CHAVEZ**, hereinafter referred to as the "Contractor," as the designated representative for **WINDY CITY**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes (or one (1) set of 90 minutes) to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's **MUSIC UNDER THE STARS WORLD FESTIVAL** series scheduled for Sunday, June 12, 2005 at the Chamizal National

- Memorial. Last song or an encore should begin no sooner or later than 9:30 p.m.
- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic white wash concert lighting and sound equipment will be provided and operated only by National Park Service personnel.
- c. Artist shall complete load-in, set up and sound check no later than 6:30 p.m. Failure to complete a sound check will result in the City withholding twenty-five percent (25%) of the total payment to Contractor as a penalty for jeopardizing the quality of the performance.
- d. Concert may begin earlier or later at the discretion of the City of ElPaso Arts and Culture Department due to weather conditions.
- e. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- f. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- g. After set up and sound check, musicians/performers must not leave the premises. Dressing rooms are available at the Chamizal Theater.

- h. Artist or Contractor shall submit program selections by March 1,2005, for Arts and Culture Department's approval.
- i. No deviations from approved program selection will be permitted without prior approval from Art and Culture Department staff.
- j. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- k. The Artist agrees not to engage in any other musical performance within the limits of the City of El Paso two weeks prior to the Artist's Music Under the Stars performance.
- 2. In consideration for such services, the City shall pay the Contractor EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed, then the City's Arts and Culture Department is invoiced for the contracted amount, and the invoice is processed by the City Comptroller.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
 - b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
 - c. Refreshments for the Artist and technical staff backstage.

- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.
- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall

not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.

- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in Termination of this Contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include Artist's current biographical information;
 - b. One (1) glossy photographs suitable for publication (color preferred);
 - c. One (1) compact disc, if available;
 - d. Stage diagram with sound and microphone requirements;
 - e. Program selections
- 12. Contractor shall furnish to the Technical Coordinator of the City's Arts and Culture Department, in duplicate by March 1, 2005 or before, all technical information and requirements necessary to present the Artist. Technical information shall

include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound check schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

- 13. Contractor should contact the Arts and Culture Department regarding the sale of CD's and cassettes. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 14. Contractor warrants that it has full and current legal authority to act and contract for the Artist at the time and place specified in this Contract.
- equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs of repairs and or replacement. The City through its Arts and Culture Department will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

16. Only members of the Artist's group, authorized Artist's technical

personnel and members of the City or Chamizal National Memorial Theater Staff shall be

permitted backstage during the concert. Unauthorized persons shall not be admitted

backstage during the concert.

17. The parties mutually agree that the technical rider, attached hereto as

Exhibit A, is incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties

in reference to the services of the Contractor and Artist for the City and in reference to

any of the matters provided for or discussed or mentioned in reference to the providing of

such services, all promises, representations and understandings relative hereto being

herein merged.

19. Any notices required under this Contract shall be sufficient if sent by

certified mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

CONTRACTOR:

Avelardo Chavez

or to such other addresses as the parties may indicate to each other in writing.

- 20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.
- 21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO
	Joe Wardy
	Mayor
ATTEST:	
Dishards Duffy Monson	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
John F. Nance	Alejandrina Drew
Assistant City Attorney	Director, Arts and Culture Department

EXHIBIT "A"

MUSIC UNDER THE STARS TECHNICAL RIDER "WINDY CITY" JUNE 12, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER

STAGE: The stage floor and backstage area must be clean and free of nails, splinters and/or any other protrusions.

STAGEHANDS:

1 Sound Technician

2 Stagehands

SOUND SYSTEM: Electro-Voice MT-4 concert system, 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. Monitors, microphones, floor stands, boom arms, goosenecks, adapters are available. Additional equipment will not be allowed, without Chamizal's prior approval.

SOUND TECHNICIAN: Only qualified sound persons from National Park Service will be permitted to operate sound during the concert.

SOUND CHECK: Will be 90 minutes prior to performance. Performance will begin promptly at 7:30 p.m.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOM: Air-conditioned dressing rooms will be available inside the theater with lavatory, showers, mirrors and chairs.

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS Bottled water and sodas will be available on the day of the performance.

STAGEHAND:

3 Stagehands

TO BE PROVIDED BY CONTRACTOR

PROGRAM: Lists of songs must be provided by March 1, 2005.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

Note: Artist may not leave the Chamizal National Memorial Park after sound check is completed. Concerts may begin earlier or later at the discretion of the Arts & Culture Department due to weather conditions. All performers should come prepared with proper performance wardrobe; dressing rooms with showers are available inside the theater for the artist's convenience.

OTHER REQUIREMENTS

The contractor is prohibited from making personal announcements of any kind (birthday, anniversary, etc.)

Contractor must limit talking on stage and concentrate on musical performance.

Audience members are not permitted on stage before, during and after the performance.

No alcohol is permitted on stage while artists are performing.

No other performers will be allowed on stage without previous approval from ACD.

Announcements regarding CD's or cassettes sales are permitted at the Chamizal National Park.

Artist has agreed to provide photographs and a demonstration CD to assist in the local promotion of Artist's presentation.

OTHER:

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts & Culture Department and the City of El Paso.

Yes: <u>A.A.C.</u>	No:
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
	By: anelando a Chares
Director, Arts & Culture Department	Title: BANDMEMBER (LEACHER)

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **FERNANDO LECHUGA**, hereinafter referred to as the "Contractor," as the designated representative for **AZUCAR**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes (or one (1) set of 90 minutes) to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, June 19, 2005 at the Chamizal National

- Memorial. Last song or an encore should begin no sooner or later than 9:30 p.m.
- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic white wash concert lighting and sound equipment will be provided and operated only by National Park Service personnel.
- c. Artist shall complete load-in, set up and sound check no later than 6:30 p.m. Failure to complete a sound check will result in the City withholding twenty-five percent (25%) of the total payment to Contractor as a penalty for jeopardizing the quality of the performance.
- d. Concert may begin earlier or later at the discretion of the City of El
 Paso Arts and Culture Department due to weather conditions.
- e. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- f. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- g. After set up and sound check, musicians/performers must not leave the premises. Dressing rooms are available at the Chamizal Theater.

- h. Artist or Contractor shall submit program selections by March 1,2005, for Arts and Culture Department's approval.
- i. The Artist shall only perform salsa, merengues, and other Latin rhythms; no other type of music should be performed.
- j. No deviations from approved program selection will be permitted without prior approval from Art and Culture Department staff.
- k. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- The Artist agrees not to engage in any other musical performance within the limits of the City of El Paso two weeks prior to the Artist's Music Under the Stars performance.
- 2. In consideration for such services, the City shall pay the Contractor EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed, then the City's Arts and Culture Department is invoiced for the contracted amount, and the invoice is processed by the City Comptroller.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and

- b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
- c. Refreshments for the Artist and technical staff backstage.
- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE
 HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO
 USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE

CONCERT. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.
- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in Termination of this Contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include Artist's current biographical information;
 - b. One (1) glossy photographs suitable for publication (color preferred);
 - c. One (1) compact disc, if available;

- d. Stage diagram with sound and microphone requirements;
- e. Program selections
- 12. Contractor shall furnish to the Technical Coordinator of the City's Arts and Culture Department, in duplicate by March 1, 2005 or before, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound check schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

- 13. Contractor should contact the Arts and Culture Department regarding the sale of CD's and cassettes. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 14. Contractor warrants that it has full and current legal authority to act and contract for the Artist at the time and place specified in this Contract.

Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs of repairs and or replacement. The City through its

Arts and Culture Department will furnish the Contractor with a detailed written statement

of any such damages and cost of repair, normal wear and tear excepted, within sixty (60)

days of the time of the damage.

15.

Only members of the Artist's group, authorized Artist's technical 16.

personnel and members of the City or Chamizal National Memorial Theater Staff shall be

permitted backstage during the concert. Unauthorized persons shall not be admitted

backstage during the concert.

The parties mutually agree that the technical rider, attached hereto as 17.

Exhibit A, is incorporated by reference and made a part of this Contract for all purposes.

This Contract constitutes and expresses the entire agreement of the parties 18.

in reference to the services of the Contractor and Artist for the City and in reference to

any of the matters provided for or discussed or mentioned in reference to the providing of

such services, all promises, representations and understandings relative hereto being

herein merged.

Any notices required under this Contract shall be sufficient if sent by 19.

certified mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor El Paso, TX 79901-1196

CONTRACTOR:

Fernando Lechuga

or to such other addresses as the parties may indicate to each other in writing.

20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

THE CITY OF EL PASO

	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

MUSIC UNDER THE STARS TECHNICAL RIDER "AZUCAR" AUGUST 21, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER

STAGE: The stage floor and backstage area must be clean and free of nails, splinters and/or any other protrusions.

STAGEHANDS:

1 Sound Technician

2 Stagehands

SOUND SYSTEM: Electro-Voice MT-4 concert system, 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. Monitors, microphones, floor stands, boom arms, goosenecks, adapters are available. Additional equipment will not be allowed, without Chamizal's prior approval.

SOUND TECHNICIAN: Only qualified sound persons from National Park Service will be permitted to operate sound during the concert.

SOUND CHECK: Will be 90 minutes prior to performance. Performance will begin promptly at 7:30 p.m.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOM: Air-conditioned dressing rooms will be available inside the theater with lavatory, showers, mirrors and chairs.

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS Bottled water and sodas will be available on the day of the performance.

STAGEHAND:

3 Stagehands

TO BE PROVIDED BY CONTRACTOR

PROGRAM: Lists of songs must be provided by March 1, 2005.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

Note: Artist may not leave the Chamizal National Memorial Park after sound check is completed. Concerts may begin earlier or later at the discretion of the Arts & Culture Department due to weather conditions. All performers should come prepared with proper performance wardrobe; dressing rooms with showers are available inside the theater for the artist's convenience.

OTHER REQUIREMENTS

The contractor is prohibited from making personal announcements of any kind (birthday, anniversary, etc.)

Contractor must limit talking on stage and concentrate on musical performance.

Audience members are not permitted on stage before, during and after the performance.

No alcohol is permitted on stage while artists are performing.

No other performers will be allowed on stage without previous approval from ACD.

Announcements regarding CD's or cassettes sales are permitted at the Chamizal National Park.

Artist has agreed to provide photographs and a demonstration CD to assist in the local promotion of Artist's presentation.

OTHER:

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts & Culture Department and the City of El Paso.

Yes:	No:
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT: By:
Director, Arts & Culture Department	Title: Para le adice

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **FOLKLORE PRODUCTIONS**, hereinafter referred to as the "Contractor," as the designated representative for **DIRK POWELL BAND**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes or one (1) set of 90 minutes to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, June 26, 2005, at the Chamizal National Memorial. Last song and encore should begin no sooner or later than 9:30 p.m.

- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic concert lighting and sound equipment will be provided and operated by National Park Service personnel.
- c. Concert may begin earlier or later at the discretion of the City of El Paso Arts and Culture Department due to weather conditions.
- d. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- e. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- f. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- 2. In consideration for such services, the City shall pay the Contractor SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and

- b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
- c. A meal and refreshments for the Artists and technical staff backstage the day of the performance.
- d. Local transportation to and from airport, hotel, and performing site.
- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the

Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.
- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include current Artist's biographical information;
 - b. Eight (8) black-and-white glossy photographs, suitable for publication (color preferred);
 - c. Four (4) color slides, horizontal format, suitable for television, if available;

- d. Four (4) compact discs, if available;
- e. One (1) digital image, if available;
- f. Itinerary, number of people traveling and list of luggage and equipment;
- g. Stage diagram with sound and microphone requirements;
- Culture Department, in duplicate and ninety (90) days after the signing of this contract or before, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

13. Contractor should contact the Arts and Culture Department directly to discuss sales of Contractor's CDs. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.

14. Contractor warrants that it has full and current legal authority to act and contract

for the Artist at the time and place specified in this Contract.

15. Contractor shall be responsible for any damage to any facilities or equipment

caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any

and all costs or repairs and or replacement. The City through its Arts and Culture Department

will furnish the Contractor with a detailed written statement of any such damages and cost of

repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

16. Only members of the Artist's group, authorized Artist's technical personnel and

members of the City or Chamizal National Memorial Theater Staff shall be permitted backstage

during the concert. Unauthorized persons shall not be admitted backstage during the concert.

17. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is

incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties in

reference to the services of the Contractor and Artist for the City and in reference to any of the

matters provided for or discussed or mentioned in reference to the providing of such services, all

promises, representations and understandings relative hereto being herein merged.

19. Any notices required under this Contract shall be sufficient if sent by certified

mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

6

CONTRACTOR: Folklore Productions

or to such other addresses as the parties may indicate to each other in writing.

20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(signatures continue on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO
	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen	
Čity Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

DIRK POWELL BAND MUSIC UNDER THE STARS WORLD FESTIVAL (OUTDOORS STAGE) TECHNICAL RIDER SUNDAY, JUNE 26, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER.

STAGE: The stage floor and backstage area must be clean and free of nails, splinters, And/or any other protrusions.

SOUND SYSTEM: Electro-Voice MT-4 concert system, Monitors on stage, 24 monitors mixing console with 8 monitors, 1 reverb SPX 900. 3 DI active boxes and 8 passive; 1 graphic equalizer stereo 1/3 octave, 1 stereo composer, 2 digital effects (SPX 990, Peavey ultra verb. 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. A monitor mixing board with 3 Individual mixes on stage. Vocal microphones on stands, instrumental microphones, boom arms, goosenecks, adapters are available. Professional sound staff of the National Park will be the only ones to operate the sound system.

SOUND TECHNICIAN: A qualified sound person from National Park Service staff to Operate sound during the concert. Including stagehands to assist with the installation and placement of sound and to load in and load out.

STAGEHANDS: 2 Qualified Sound Technician (one for monitor mixing board)

1 Stagehand

3 Stagehands provided by ACD

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOMS: 2 dressing rooms will be available with mirrors proper lighting and proper air conditioning **inside theater** building for the performers. **This is a non-smoking area.**

SOUND CHECK: Will be 90 minutes prior to performance. Performance will start at 7:30 P.M. A 15 minutes intermission between two sets of performance duration of 45 minutes.

SCHEDULE 3:30 P.M.- 5:00 P.M. Load in and set up

5:3 0 P.M. - 7:00P.M. Sound Check

7:30 P.M.- 9:30 P.M. Concert with 15 minutes intermission

9:45 P.M.- 11:00P.M. Load out

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS: Bottled water, juices, sodas, coffee, milk, hot tea, fruit, nut, assorted sandwiches, a hot meal and necessary supplies will be available on the day of the performance and will be available at 5:30p.m. for 7 people.

MERCHANDISE SALES: A staff of the Arts and Culture Department will be responsible to sell, reconcile, and get proper change for sales of merchandise. ACD takes a 10% commission and 8.25% sales tax on Compact disks and cassettes only.

MISCELLANEOUS: An Iron and Ironing board and 8 clean towels. ACD will provide a list of hotels.

RENTAL OF INSTRUMENTS: Backline sound equipment will be rented out If Information Is submitted at the signing of the contract or 120 days prior to the performance.

TRANSPORTATION: ACD will provide a 10 cargo van and a city vehicle to transport artists from airport, hotel, theater, and back.

TO BE PROVIDED BY CONTRACTOR/ARTIST

INSTRUMENTS & CD SALES: Dirk Powell Band will provide all their instruments. Artists must submit a list of compact disks/cassettes sales 90 days prior to the performance.

CONTENT OF PROGRAM: A detailed content of the program that will be performed In El Paso, Texas needs to be provided with the signed contract, or 120 days prior to the performance.

LODGING: Agent and/or Tour Manager Is responsible to make the necessary arrangements to make reservations and pay the fee for the lodging for performers. Arts and Culture Department will provide a list of hotels that honor a discount.

ITINERARY: Shall be provided 90 days prior to performance including lodging Information. A copy of Itinerary should be sent to the Technical Coordinator or faxed to 915-541-4902.

OTHER REQUIREMENTS

The artist may not make Birthdays, personal announcements or publicity of any kind during the performance, only announcements on CD's or audiocassette's.

No other performers will be allowed on stage without previous approval from ACD. No individuals will be allowed backstage other than Chamizal staff, ACD staff, contractual stagehands, performers, and security staff.

Artist has agreed to provide photographs or a demonstration video to assist in the local promotion of Artist's presentation.

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

Yes:	No:

APPROVED AS TO CONTENT:

Director, Arts and Culture

APPROVED AS TO CONTENT:

By:_

Title:

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **EYE FOR TALENT**, hereinafter referred to as the "Contractor," as the designated representative for **CHUCHUMBE**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes or one (1) set of 90 minutes to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, July 17, 2005 at the Chamizal National Memorial. Last song and encore should begin no sooner or later than 9:30 p.m.

- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic concert lighting and sound equipment will be provided and operated by National Park Service personnel.
- c. Artist shall complete load-in, set up and sound check no later than 7:00 p.m. Failure to complete a sound check will result in the City withholding twenty-five percent (25%) of the total payment to Contractor as a penalty for jeopardizing the quality of the performance.
- d. Concert may begin earlier or later at the discretion of the City of El Paso Arts and Culture Department due to weather conditions.
- e. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- f. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- g. Artist or Contractor shall submit program selections by March 1, 2005, or before.
- h. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- 2. In consideration for such services, the City shall pay the Contractor TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), flat, guarantee and inclusive. Payments

shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed.

- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
 - b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
 - c. A meal and refreshments for the Artists and technical staff backstage the day of the performance.
 - d. Local transportation to and from airport, hotel, and performing site.
- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be

responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.

- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.
- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.
- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:

- a. Up-to-date press packets that include current Artist's biographical information;
- b. Eight (8) black-and-white glossy photographs, suitable for publication (color preferred);
- c. Four (4) color slides, horizontal format, suitable for television, if available;
- d. Four (4) compact discs, if available;
- e. One (1) digital image, if available;
- f. Itinerary, number of people traveling and list of luggage and equipment;
- g. Stage diagram with sound and microphone requirements;
- h. Program selections
- Culture Department, in duplicate and ninety (90) days after the signing of this contract or before, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

- 13. Contractor should contact the Arts and Culture Department directly to discuss sales of Contractor's CDs. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 14. Contractor warrants that it has full and current legal authority to act and contract for the Artist at the time and place specified in this Contract.
- 15. Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs or repairs and or replacement. The City through its Arts and Culture Department will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.
- 16. Only members of the Artist's group, authorized Artist's technical personnel and members of the City or Chamizal National Memorial Theater Staff shall be permitted backstage during the concert. Unauthorized persons shall not be admitted backstage during the concert.
- 17. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is incorporated by reference and made a part of this Contract for all purposes.
- 18. This Contract constitutes and expresses the entire agreement of the parties in reference to the services of the Contractor and Artist for the City and in reference to any of the matters provided for or discussed or mentioned in reference to the providing of such services, all promises, representations and understandings relative hereto being herein merged.
- 19. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

CONTRACTOR:

Bill Smith

or to such other addresses as the parties may indicate to each other in writing.

- 20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.
- 21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(signatures continue on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

THE CITY OF EL PASO

	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John F. Nance	Alejandrina Drew Director, Arts and Culture Department
Assistant City Attorney	Director, Arts and Culture Department

EXHIBIT "A"

CHUCHUMBE MUSIC UNDER THE STARS WORLD FESTIVAL (OUTDOORS STAGE) TECHNICAL RIDER SUNDAY, JULY 17, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER.

STAGE: The stage floor and backstage area must be clean and free of nails, splinters, And/or any other protrusions.

SOUND SYSTEM: Electro-Voice MT-4 concert system, Monitors on stage, 24 monitors mixing console with 8 monitors, 1 reverb SPX 900. 3 DI active boxes and 8 passive; 1 graphic equalizer stereo 1/3 octave, 1 stereo composer, 2 digital effects (SPX 990, Peavey ultra verb. 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. A monitor mixing board with 7 Individual mixes on stage. Vocal microphones on stands, instrumental microphones, boom arms, goosenecks, adapters are available. Professional sound staff of the National Park will be the only ones to operate the sound system.

SOUND TECHNICIAN: A qualified sound person from National Park Service staff to Operate sound during the concert. Including stagehands to assist with the installation and placement of sound and to load in and load out.

STAGEHANDS: 2 Qualified Sound Technician (one for monitor mixing board)

1 Stagehand

3 Stagehands provided by ACD

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOMS: 2 dressing rooms will be available with mirrors proper lighting and proper air conditioning **inside theater** building for the performers. **This is a non-smoking area.**

SOUND CHECK: Will be 90 minutes prior to performance. Performance will start at 7:30 P.M. A 15 minutes intermission between two sets of performance duration of 45 minutes.

SCHEDULE 3:30 P.M.- 5:00 P.M. Load in and set up

5:3 0 P.M. - 7:00P.M. Sound Check

7:30 P.M.- 9:30 P.M. Concert with 15 minutes intermission

9:45 P.M.- 11:00P.M. Load out

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS: Bottled water, juices, sodas, coffee, fruit, a hot meal and necessary supplies will be available on the day of the performance and will be available at 5:30p.m. for 13 people.

MERCHANDISE SALES: A staff of the Arts and Culture Department will be responsible to sell, reconcile, and get proper change for sales of merchandise. ACD takes a 10% commission and 8.25% sales tax on Compact disks and cassettes only.

MISCELLANEOUS: An Iron and Ironing board. ACD will provide a list of hotels.

RENTAL OF INSTRUMENTS: Backline sound equipment will be rented out If Information Is submitted at the signing of the contract or 120 days prior to the performance.

TRANSPORTATION: ACD will provide a 15 - Passenger van and a 10 cargo van to transport artists from airport, hotel, theater, and back.

TO BE PROVIDED BY CONTRACTOR/ARTIST

WORKSHOP: Chuchumbe will conduct a workshop on Sunday, July 17, 2005 from 1:00 p.m. - 2:30 p.m. A site will be determined 30 days prior to performance.

INSTRUMENTS & CD SALES: Chuchumbe will provide all their instruments. Artists must submit a list of compact disks/cassettes sales 90 days prior the performance.

CONTENT OF PROGRAM: A detailed content of the program that will be performed In El Paso, Texas needs to be provided with the signed contract or 120 days prior to the performance.

LODGING: Agent and/or Tour Manager Is responsible to make the necessary arrangements to make reservations and pay the fee for the lodging for performers. Arts and Culture Department will provide a list of hotels that honor a discount.

ITINERARY: Shall be provided 90 days prior to performance including lodging Information. A copy of Itinerary should be sent to the Technical Coordinator or faxed to 915-541-4902.

OTHER REQUIREMENTS

The artists may not make Birthdays, personal announcements or publicity of any kind during the performance, only announcements on CD's and audiocassettes sales.

No other performers will be allowed on stage without previous approval from ACD. No individuals will be allowed backstage other than Chamizal staff, ACD staff, contractual stagehands, performers, and security staff.

Artist has agreed to provide photographs or a demonstration video to assist in the local promotion of Artist's presentation.

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

Yes: B	
res:	No:

APPROVED AS TO CONTENT:

By:

Director, Arts and Culture

Title:

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and MARCOS CASIANO, hereinafter referred to as the "Contractor," as the designated representative for KACTUS JAZZ, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes (or one (1) set of 90 minutes) to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, July 24, 2005 at the Chamizal National

- Memorial. Last song or an encore should begin no sooner or later than 9:30 p.m.
- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic white wash concert lighting and sound equipment will be provided and operated only by National Park Service personnel.
- c. Artist shall complete load-in, set up and sound check no later than 6:30 p.m. Failure to complete a sound check will result in the City withholding twenty-five percent (25%) of the total payment to Contractor as a penalty for jeopardizing the quality of the performance.
- d. Concert may begin earlier or later at the discretion of the City of El
 Paso Arts and Culture Department due to weather conditions.
- e. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- f. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- g. After set up and sound check, musicians/performers must not leave the premises. Dressing rooms are available at the Chamizal Theater.

- h. Artist or Contractor shall submit program selections by March 1,2005, for Arts and Culture Department's approval.
- i. No deviations from approved program selection will be permitted without prior approval from Art and Culture Department staff.
- j. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- k. The Artist agrees not to engage in any other musical performance within the limits of the City of El Paso two weeks prior to the Artist's Music Under the Stars performance.
- 2. In consideration for such services, the City shall pay the Contractor SIX HUNDRED AND NO/100 DOLLARS (\$600.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed, then the City's Arts and Culture Department is invoiced for the contracted amount, and the invoice is processed by the City Comptroller.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
 - b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
 - c. Refreshments for the Artist and technical staff backstage.

- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE
 HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO
 USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE
 CONCERT. In addition, the Contractor shall indemnify, defend, and hold the City
 harmless from any claims or causes of action which might arise from use of any material.
- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall

not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.

- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in Termination of this Contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include Artist's current biographical information;
 - b. One (1) glossy photographs suitable for publication (color preferred);
 - c. One (1) compact disc, if available;
 - d. Stage diagram with sound and microphone requirements;
 - e. Program selections
- 12. Contractor shall furnish to the Technical Coordinator of the City's Arts and Culture Department, in duplicate by March 1, 2005 or before, all technical information and requirements necessary to present the Artist. Technical information shall

include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound check schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

- 13. Contractor should contact the Arts and Culture Department regarding the sale of CD's and cassettes. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 14. Contractor warrants that it has full and current legal authority to act and contract for the Artist at the time and place specified in this Contract.
- 15. Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs of repairs and or replacement. The City through its Arts and Culture Department will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

16. Only members of the Artist's group, authorized Artist's technical

personnel and members of the City or Chamizal National Memorial Theater Staff shall be

permitted backstage during the concert. Unauthorized persons shall not be admitted

backstage during the concert.

17. The parties mutually agree that the technical rider, attached hereto as

Exhibit A, is incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties

in reference to the services of the Contractor and Artist for the City and in reference to

any of the matters provided for or discussed or mentioned in reference to the providing of

such services, all promises, representations and understandings relative hereto being

herein merged.

19. Any notices required under this Contract shall be sufficient if sent by

certified mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

CONTRACTOR:

Marcos Casiano

or to such other addresses as the parties may indicate to each other in writing.

- 20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.
- 21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO
	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

MUSIC UNDER THE STARS TECHNICAL RIDER "KACTUS JAZZ" JULY 24, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER

STAGE: The stage floor and backstage area must be clean and free of nails, splinters and/or any other protrusions.

STAGEHANDS:

1 Sound Technician

2 Stagehands

SOUND SYSTEM: Electro-Voice MT-4 concert system, 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. Monitors, microphones, floor stands, boom arms, goosenecks, adapters are available. Additional equipment will not be allowed, without Chamizal's prior approval.

SOUND TECHNICIAN: Only qualified sound persons from National Park Service will be permitted to operate sound during the concert.

SOUND CHECK: Will be 90 minutes prior to performance. Performance will begin promptly at 7:30 p.m.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOM: Air-conditioned dressing rooms will be available inside the theater with lavatory, showers, mirrors and chairs.

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS Bottled water and sodas will be available on the day of the performance.

STAGEHAND:

3 Stagehands

TO BE PROVIDED BY CONTRACTOR

PROGRAM: Lists of songs must be provided by March 1, 2005.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

Note: Artist may not leave the Chamizal National Memorial Park after sound check is completed. Concerts may begin earlier or later at the discretion of the Arts & Culture Department due to weather conditions. All performers should come prepared with proper performance wardrobe; dressing rooms with showers are available inside the theater for the artist's convenience.

OTHER REQUIREMENTS

The contractor is prohibited from making personal announcements of any kind (birthday, anniversary, etc.)

Contractor must limit talking on stage and concentrate on musical performance.

Audience members are not permitted on stage before, during and after the performance.

No alcohol is permitted on stage while artists are performing.

No other performers will be allowed on stage without previous approval from ACD.

Announcements regarding CD's or cassettes sales are permitted at the Chamizal National Park.

Artist has agreed to provide photographs and a demonstration CD to assist in the local promotion of Artist's presentation.

OTHER:

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts & Culture Department and the City of El Paso.

Yes:	No:
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
	By: 1 ares Casin
Director, Arts & Culture Department	Title: Banct Leader

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **FOLKLORE PRODUCTIONS**, hereinafter referred to as the "Contractor," as the designated representative for **DERVISH**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, **THEREFORE**, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes or one (1) set of 90 minutes to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, July 31, 2005, at the Chamizal National Memorial. Last song and encore should begin no sooner or later than 9:30 p.m.

- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic concert lighting and sound equipment will be provided and operated by National Park Service personnel.
- c. Concert may begin earlier or later at the discretion of the City of El Paso Arts and Culture Department due to weather conditions.
- d. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- e. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- f. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- 2. In consideration for such services, the City shall pay the Contractor TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed. Payment shall be authorized only after the performance has been completed.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and

- b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
- c. A meal and refreshments for the Artists and technical staff backstage the day of the performance.
- d. Local transportation to and from airport, hotel, and performing site.
- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the

Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.

- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.
- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include current Artist's biographical information;
 - b. Eight (8) black-and-white glossy photographs, suitable for publication (color preferred);
 - c. Four (4) color slides, horizontal format, suitable for television, if available;

- d. Four (4) compact discs, if available;
- e. One (1) digital image, if available;
- f. Itinerary, number of people traveling and list of luggage and equipment;
- g. Stage diagram with sound and microphone requirements;
- Culture Department, in duplicate and ninety (90) days after the signing of this contract or before, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

discuss sales of Contractor's CDs. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.

14. Contractor warrants that it has full and current legal authority to act and contract

for the Artist at the time and place specified in this Contract.

15. Contractor shall be responsible for any damage to any facilities or equipment

caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any

and all costs or repairs and or replacement. The City through its Arts and Culture Department

will furnish the Contractor with a detailed written statement of any such damages and cost of

repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

16. Only members of the Artist's group, authorized Artist's technical personnel and

members of the City or Chamizal National Memorial Theater Staff shall be permitted backstage

during the concert. Unauthorized persons shall not be admitted backstage during the concert.

17. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is

incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties in

reference to the services of the Contractor and Artist for the City and in reference to any of the

matters provided for or discussed or mentioned in reference to the providing of such services, all

promises, representations and understandings relative hereto being herein merged.

19. Any notices required under this Contract shall be sufficient if sent by certified

mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

CONTRACTOR: Folklore Productions

or to such other addresses as the parties may indicate to each other in writing.

20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the

City of El Paso.

21. The validity, construction and effect of this Contract shall be governed by the

laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(signatures continue on following page)

7

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO
	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

DERVISH MUSIC UNDER THE STARS WORLD FESTIVAL (OUTDOORS STAGE) TECHNICAL RIDER SUNDAY, JULY 31, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER.

STAGE: The stage floor and backstage area must be clean and free of nails, splinters, And/or any other protrusions.

SOUND SYSTEM: Electro-Voice MT-4 concert system, Monitors on stage, 24 monitors mixing console with 8 monitors, 1 reverb SPX 900. 3 DI active boxes and 8 passive; 1 graphic equalizer stereo 1/3 octave, 1 stereo composer, 2 digital effects (SPX 990, Peavey ultra verb. 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. A monitor mixing board with 7 Individual mixes on stage. Vocal microphones on stands, instrumental microphones, boom arms, goosenecks, adapters are available. Professional sound staff of the National Park will be the only ones to operate the sound system.

SOUND TECHNICIAN: A qualified sound person from National Park Service staff to Operate sound during the concert. Including stagehands to assist with the installation and placement of sound and to load in and load out.

STAGEHANDS: 2 Qualified Sound Technician (one for monitor mixing board)

1 Stagehand

3 Stagehands provided by ACD

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOMS: 2 dressing rooms will be available with mirrors proper lighting and proper air conditioning **inside theater** building for the performers. **This is a non-smoking area.**

SOUND CHECK: Will be 90 minutes prior to performance. Performance will start at 7:30 P.M. A 15 minutes intermission between two sets of performance duration of 45 minutes.

SCHEDULE 3:30 P.M.- 5:00 P.M. Load in and set up

5:3 0 P.M. - 7:00P.M. Sound Check

7:30 P.M.- 9:30 P.M. Concert with 15 minutes intermission

9:45 P.M.- 11:00P.M. Load out

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS: Bottled water, juices, sodas, coffee, milk, hot tea, fruit, nut, assorted sandwiches (some vegetarian sandwiches), a hot meal w/ non-dairy products and necessary supplies will be available on the day of the performance and will be available at 5:30p.m. for 8 people.

MERCHANDISE SALES: A staff of the Arts and Culture Department will be responsible to sell, reconcile, and get proper change for sales of merchandise. ACD takes a 10% commission and 8.25% sales tax on Compact disks and cassettes only.

MISCELLANEOUS: An Iron and Ironing board and 8 clean towels. ACD will provide a list of hotels.

RENTAL OF INSTRUMENTS: Backline sound equipment will be rented out If Information Is submitted at the signing of the contract or 120 days prior to the performance.

TRANSPORTATION: ACD will provide a 15 - Passenger van and a 10 cargo van to transport artists from airport, hotel, theater, and back.

TO BE PROVIDED BY CONTRACTOR/ARTIST

INSTRUMENTS & CD SALES: Dervish will provide all their instruments. Artists must submit a list of compact disks/cassettes sales 90 days prior the performance.

CONTENT OF PROGRAM: A detailed content of the program that will be performed In El Paso, Texas needs to be provided with the signed contract or 120 days prior to the performance.

LODGING: Agent and/or Tour Manager Is responsible to make the necessary arrangements to make reservations and pay the fee for the lodging for performers. Arts and Culture Department will provide a list of hotels that honor a discount.

ITINERARY: Shall be provided 90 days prior to performance including lodging Information. A copy of Itinerary should be sent to the Technical Coordinator or faxed to 915-541-4902.

OTHER REQUIREMENTS

The artists may not make Birthdays, personal announcements or publicity of any kind during the performance, only announcements on CD's and audiocassettes sales.

No other performers will be allowed on stage without previous approval from ACD. No individuals will be allowed backstage other than Chamizal staff, ACD staff, contractual stagehands, performers, and security staff.

Artist has agreed	to provide	photographs	or a	demonstration	video	to	assist	in	the	local
promotion of Arti	st's presentat	tion.								

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

1	
Yes:	No:

APPROVED AS TO CONTENT:

Director, Arts and Culture

APPROVED AS TO CONTENT:

By:_

Title:

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and **RAYMUNDO VILLANEDA**, hereinafter referred to as the "Contractor," as the designated representative for **STAR CITY BAND**, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes (or one (1) set of 90 minutes) to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, August 7, 2005 at the Chamizal National

- Memorial. Last song or an encore should begin no sooner or later than 9:30 p.m.
- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic white wash concert lighting and sound equipment will be provided and operated only by National Park Service personnel.
- c. Artist shall complete load-in, set up and sound check no later than 6:30 p.m. Failure to complete a sound check will result in the City withholding twenty-five percent (25%) of the total payment to Contractor as a penalty for jeopardizing the quality of the performance.
- d. Concert may begin earlier or later at the discretion of the City of El
 Paso Arts and Culture Department due to weather conditions.
- e. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- f. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- g. After set up and sound check, musicians/performers must not leave the premises. Dressing rooms are available at the Chamizal Theater.

- h. Artist or Contractor shall submit program selections by March 1,2005, for Arts and Culture Department's approval.
- i. No deviations from approved program selection will be permitted without prior approval from Art and Culture Department staff.
- j. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- k. The Artist agrees not to engage in any other musical performance within the limits of the City of El Paso two weeks prior to the Artist's Music Under the Stars performance.
- 2. In consideration for such services, the City shall pay the Contractor EIGHT HUNDRED AND NO/100 DOLLARS (\$800.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed, then the City's Arts and Culture Department is invoiced for the contracted amount, and the invoice is processed by the City Comptroller.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
 - b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
 - c. Refreshments for the Artist and technical staff backstage.

- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.
- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.
- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall

not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.

- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in Termination of this Contract.
- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include Artist's current biographical information;
 - b. One (1) glossy photographs suitable for publication (color preferred);
 - c. One (1) compact disc, if available;
 - d. Stage diagram with sound and microphone requirements;
 - e. Program selections
- 12. Contractor shall furnish to the Technical Coordinator of the City's Arts and Culture Department, in duplicate by March 1, 2005 or before, all technical information and requirements necessary to present the Artist. Technical information shall

include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound check schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

- 13. Contractor should contact the Arts and Culture Department regarding the sale of CD's and cassettes. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 14. Contractor warrants that it has full and current legal authority to act and contract for the Artist at the time and place specified in this Contract.
- 15. Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs of repairs and or replacement. The City through its Arts and Culture Department will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.

16. Only members of the Artist's group, authorized Artist's technical

personnel and members of the City or Chamizal National Memorial Theater Staff shall be

permitted backstage during the concert. Unauthorized persons shall not be admitted

backstage during the concert.

17. The parties mutually agree that the technical rider, attached hereto as

Exhibit A, is incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties

in reference to the services of the Contractor and Artist for the City and in reference to

any of the matters provided for or discussed or mentioned in reference to the providing of

such services, all promises, representations and understandings relative hereto being

herein merged.

19. Any notices required under this Contract shall be sufficient if sent by

certified mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

CONTRACTOR:

Raymundo Villaneda

or to such other addresses as the parties may indicate to each other in writing.

- 20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.
- 21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(Signatures begin on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO
	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

MUSIC UNDER THE STARS TECHNICAL RIDER "STAR CITY BAND" AUGUST 7, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER

STAGE: The stage floor and backstage area must be clean and free of nails, splinters and/or any other protrusions.

STAGEHANDS:

1 Sound Technician

2 Stagehands

SOUND SYSTEM: Electro-Voice MT-4 concert system, 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power. Monitors, microphones, floor stands, boom arms, goosenecks, adapters are available. Additional equipment will not be allowed, without Chamizal's prior approval.

SOUND TECHNICIAN: Only qualified sound persons from National Park Service will be permitted to operate sound during the concert.

SOUND CHECK: Will be 90 minutes prior to performance. Performance will begin promptly at 7:30 p.m.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

LIGHTING: General white wash lighting on the entire stage area.

DRESSING ROOM: Air-conditioned dressing rooms will be available inside the theater with lavatory, showers, mirrors and chairs.

TO BE PROVIDED BY ARTS AND CULTURE DEPARTMENT

REFRESHMENTS Bottled water and sodas will be available on the day of the performance.

STAGEHAND: 3

3 Stagehands

TO BE PROVIDED BY CONTRACTOR

PROGRAM: Lists of songs must be provided by March 1, 2005.

SCHEDULE:

3:00p.m. - 5:00p.m.

Load in and set up

5:30p.m. - 7:00p.m.

Sound check

7:30p.m. - 9:30p.m.

Concert with 15-minute intermission

9:30p.m. - 10:30p.m.

Load out

Note: Artist may not leave the Chamizal National Memorial Park after sound check is completed. Concerts may begin earlier or later at the discretion of the Arts & Culture Department due to weather conditions. All performers should come prepared with proper performance wardrobe; dressing rooms with showers are available inside the theater for the artist's convenience.

OTHER REQUIREMENTS

The contractor is prohibited from making personal announcements of any kind (birthday, anniversary, etc.)

Contractor must limit talking on stage and concentrate on musical performance.

Audience members are not permitted on stage before, during and after the performance.

No alcohol is permitted on stage while artists are performing.

No other performers will be allowed on stage without previous approval from ACD.

Announcements regarding CD's or cassettes sales are permitted at the Chamizal National Park.

Artist has agreed to provide photographs and a demonstration CD to assist in the local promotion of Artist's presentation.

OTHER:

Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts & Culture Department and the City of El Paso.

Yes:	No:
APPROVED AS TO CONTENT:	APPROVED AS TO CONTENT:
Director, Arts & Culture Department	Title: Bills CTOR

THE STATE OF TEXAS)

CONTRACT

COUNTY OF EL PASO)

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, Texas, a municipal corporation, hereinafter referred to as the "City," and HAL ECTOR, hereinafter referred to as the "Contractor," as the designated representative for TAUMBU, hereinafter referred to as the "Artist."

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art, including those presented by the Artist; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the Contractor has the authority to promote, represent and contract for the Artist; and

WHEREAS, the City desires the Contractor to render such professional services in conjunction with activities conducted by the City's Arts and Culture Department,

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. The Contractor shall arrange for the Artist to perform the following services under the terms and conditions hereinafter stated:
 - a. Perform two (2) sets of 45 minutes or one (1) set of 90 minutes to begin at 7:30 p.m. as part of the City of El Paso Arts and Culture Department's MUSIC UNDER THE STARS WORLD FESTIVAL series scheduled for Sunday, August 14, 2005, at the Chamizal National Memorial. Last song and encore should begin no sooner or later than 9:30 p.m.

- b. The Chamizal National Memorial is a National Park Service and is located at 800 San Marcial, El Paso, Texas. Basic concert lighting and sound equipment will be provided and operated by National Park Service personnel.
- c. Artist shall complete load-in, set up and sound check no later than 7:00 p.m. Failure to complete a sound check will result in the City withholding twenty-five percent (25%) of the total payment to Contractor as a penalty for jeopardizing the quality of the performance.
- d. Concert may begin earlier or later at the discretion of the City of El Paso Arts and Culture Department due to weather conditions.
- e. Artist or Contractor shall submit program selections by March 1, 2005, or before.
- f. No deviations from approved program selection will be permitted without prior approval from Art and Culture Department staff.
- g. Artist shall complete and strike and load-out no later than one hour following the completion of the performance.
- h. The parties agree that all activities taking place at the Chamizal National Memorial shall take place within an eight-and-one-half hour contiguous time period, to include a thirty (30) minute lunch period. Activities shall include, but not be limited to, load-in, technical preparation, rehearsals, performance and load-out.
- i. The parties agree to comply to all rules and regulations of the Chamizal National Memorial, the rented site for the performance.

- 2. In consideration for such services, the City shall pay the Contractor SEVEN THOUSAND AND NO/100 DOLLARS (\$7,000.00), flat, guarantee and inclusive. Payments shall be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed, then the City's Arts and Culture Department is invoiced for the contracted amount, and the invoice is processed by the City Comptroller.
- 3. The City shall provide the following equipment and technical staff for the performances:
 - a. National Park Service and City of El Paso's Arts and Culture Department staff for load-in, set-up, strike, and load-out; and
 - b. Professional sound and lighting staffed by National Park Service personnel. No unauthorized person(s) shall be allowed backstage or in the sound/light area during the performance.
 - c. A meal and refreshments for the Artists and technical staff backstage the day of the performance.
 - d. Local transportation to and from airport, hotel, and performing site.
- 4. It is expressly understood and agreed by and between the parties that Contractor is hired and engaged as an Independent Contractor and is not an officer, agent or employee of the City. Nothing herein shall be construed as creating the relationship of the employer and employee between the City and the Contractor. The City shall not be subject to any obligations or liabilities of Contractor incurred in the performance of this Contract.
- 5. The Contractor shall and does agree to indemnify and hold the City harmless for any and all claims, liabilities and obligations directly or indirectly arising out of, caused

by, or resulting from, in whole or in part, (1) the performance of the Artist, or (2) any act, omission or breach on the part of the Contractor or Artist.

- 6. If the Contractor or Artist does not provide the services herein mentioned for reasons other than accidents, riots, strikes, epidemics, or acts of God, the Contractor shall be responsible to the City for any actual damages incurred by the City relating to this Contract, including, but not limited to, promotional expenses.
- 7. For the purpose of this Contract, THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE CONCERT. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any material.
- 8. Artist is solely responsible for safeguarding and providing any security that Contractor deems necessary for their theatrical properties, costumes, instruments, equipment and any other personal property. Contractor acknowledges that the City shall not be held liable for theft, loss, or damage to any of these items. Contractor acknowledges that City will not provide any insurance for the personal property of the Artist and is not responsible for any damage to Artist's property regardless of the cause.
- 9. Contractor specifically acknowledges that, in its capacity as an Independent Contractor, it has NOT been provided with worker's compensation insurance or other insurance coverage regularly provided by the City to its regular employees.
- 10. In the event that a party to this Contract fails to comply with any or all of the terms specified herein, written notice shall be sent to the non-compliant party stating the extent

of non-compliance and providing ten (10) days within which to cure such non-compliance. Any failure to cure such non-compliance may result in termination of this contract.

- 11. Contractor agrees to provide, at its own cost, the following advertising and promotional material to be forwarded to the City's Arts and Culture Department with the signed contract:
 - a. Up-to-date press packets that include current Artist's biographical information:
 - Eight (8) black-and-white glossy photographs, suitable for publication (color preferred);
 - c. Four (4) color slides, horizontal format, suitable for television, if available;
 - d. Four (4) compact discs, if available;
 - e. One (1) digital image, if available;
 - f. Itinerary, number of people traveling and list of luggage and equipment;
 - g. Stage diagram with sound and microphone requirements;
 - h. Program selections
- Culture Department, in duplicate and ninety (90) days after the signing of this contract or before, all technical information and requirements necessary to present the Artist. Technical information shall include, but not be limited to, stage diagram, sound and microphone requirements, required equipment, crew requirements, technical and sound schedule. The City, at its discretion, will provide those items listed which are necessary for the presentation of the Artist. Neither the City nor the National Park Service shall be held responsible for obtaining any items not listed in the attached technical rider.

Contractor specifically understands that the sponsor of the performance is the City of El Paso Arts and Culture Department and that all scheduling and technical matters shall be conditional upon first obtaining the City's Arts and Culture Department's Technical Coordinator's approval at (915) 541-4481 and also the National Park Service technical staff's approval.

- discuss sales of Contractor's CDs. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 14. Contractor warrants that it has full and current legal authority to act and contract for the Artist at the time and place specified in this Contract.
- 15. Contractor shall be responsible for any damage to any facilities or equipment caused by the Contractor or Artist. In the event of any such damage, the Contractor shall pay any and all costs or repairs and or replacement. The City through its Arts and Culture Department will furnish the Contractor with a detailed written statement of any such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of the damage.
- 16. Only members of the Artist's group, authorized Artist's technical personnel and members of the City or Chamizal National Memorial Theater Staff shall be permitted backstage during the concert. Unauthorized persons shall not be admitted backstage during the concert.
- 17. The parties mutually agree that the technical rider, attached hereto as Exhibit A, is incorporated by reference and made a part of this Contract for all purposes.

18. This Contract constitutes and expresses the entire agreement of the parties in reference to the services of the Contractor and Artist for the City and in reference to any of the matters provided for or discussed or mentioned in reference to the providing of such services, all promises, representations and understandings relative hereto being herein merged.

19. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested, to the parties as follows:

CITY:

City of El Paso

Attention: Mayor

2 Civic Center Plaza, 10th Floor

El Paso, TX 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza

6th Floor

El Paso, TX 79901-1196

CONTRACTOR:

Hal Ector

or to such other addresses as the parties may indicate to each other in writing.

20. Regardless of any other provision in this Contract, this Contract does not become binding on either party until signed by the Contractor and the Mayor or the Mayor pro-tem of the City of El Paso.

21. The validity, construction and effect of this Contract shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

(signatures continue on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

THE CITY OF EL PASO

	Joe Wardy Mayor
ATTEST:	
Richarda Duffy Momsen City Clerk	
	CONTRACTOR:
	Print Name:
	Signature:
	Title:
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

EXHIBIT "A"

MUSIC UNDER THE STARS WORLD FESTIVAL (OUTDOORS STAGE) TECHNICAL RIDER TAUMBU INTERNATIONAL ENSEMBLE SUNDAY, AUGUST 14, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER

STAGE: The stage floor and backstage area must be clean and free of nails, splinters, and/or any other protrusions.

SOUND SYSTEM: Electro-Voice MT-4 concert system, 24 monitors mixing console with 8 monitors, 1 reverb SPX 900, 3 DI active boxes and 8 passive; 1 graphic equalizer stereo 1/3 octave, 1 stereo composer, 2 digital effects (SPX 990, Peavey ultra verb); 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power, monitors, microphones on stands, boom arms, goosenecks, adapters are available. Professional sound staff of the National Park Service will operate the sound system.

SOUND TECHNICIAN: A qualified sound person from the Chamizal National Park Service staff will be present at all time to operate sound equipment during the performance. Stagehands will assist with the installation and placement of sound, and load in and load out.

STAGEHANDS:

- 1 Qualified Sound Technician
- 2 Stagehands
- 2 Stagehands provided by ACD

LIGHTING: General white wash lighting on stage area. No special effects will be permitted on stage.

DRESSING ROOMS: One small air conditioned dressing room with mirrors and proper lighting is available inside the theater building. **This is a non-smoking area.**

SOUND CHECK: This will take place 90 minutes prior to performance; performance will begin promptly at 7:30 p.m. A 15-minute intermission between two 45 minute sets of performance.

SCHEDULE 3:30 P.M.- 5:30 P.M. Load in and set up

6:30 P.M.- 7:00 P.M. All musicians **must** be on stage for sound check

7:30 P.M.- 9:30P.M. Concert with 15 minutes intermission

9:35 P.M.- 11:00P.M. Load out

TO BE PROVIDED BY CONTRACTOR/ARTIST

BACKLINE AND OTHER EQUIPMENT: Contractor will provide any electronic instruments, piano/electrical piano, percussion instruments, and onstage amplifiers for electronic instruments.

CONTENT OF PROGRAM: Program description must be submitted by May 1, 2005.

OTHER REQUIREMENTS

The Contractor is prohibited from making personal announcements or publicity of any kind during the performance (i.e. birthday or anniversary announcements, etc.). Announcements on Compact Disks or audiocassette sales at the Chamizal National Park are permitted.

No other performers will be allowed on stage without previous approval from ACD. No individuals will be allowed backstage other than Chamizal staff, ACD staff, contractual stagehands, performers, and security staff.

One parking space will be available behind outdoor stage for a vehicle used to transport heavy sound equipment.

Additional parking will be available for the musicians by Delta/ South San Marcial.

One handicap space will be available behind outdoor stage with 10 days of notification to ACD.

OTHER: Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

Yes:	No:

APPROVED AS TO FORM: Alejandrina Drew, Arts & Culture Director

APPROVED AS TO CONTENT:

By: Director

THE STATE OF TEXAS)	
)	CONTRACT
COUNTY OF EL PASO)	

This Contract is made and entered into this 14th day of September, 2004, by and between the CITY OF EL PASO, a home ruled municipal corporation, hereinafter referred to as "City," and EL PASO SYMPHONY ORCHESTRA ASSOCIATION, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City desires to expose the residents of the City of El Paso to the different forms of art; and

WHEREAS, the Contractor is interested in promoting the arts and providing an opportunity for art appreciation and exposure to the residents of the City of El Paso; and

WHEREAS, the City desires the Contractor and its artists to render such services in conjunction with the activities conducted by the City's Arts and Culture Department (sometimes referred to herein as "ACD"); and

WHEREAS, the Contractor is authorized to enter into this Contract on behalf of its artists; NOW, THEREFORE, the parties hereby mutually agree as follows:

- 1. The Contractor shall arrange for its performance under the terms and conditions hereinafter stated:
 - a. Present a symphonic concert for the MUSIC UNDER THE STARS WORLD FESTIVAL, sponsored by the City of El Paso Arts and Culture Department on Sunday, August 28, 2005, beginning at 7:30 p.m. and ending at or about 9:30 p.m. at the Chamizal National Memorial outdoor rented stage. The program will include two sets of approximately forty-five (45) minutes each and a fifteen (15) minute intermission In case of inclement weather, the performance shall be canceled.

- b. The concert will consist of symphonic/pops music and will not include narration, dance, music during intermission and/or, chamber music groups. The concert will be performed in its entirety by the El Paso Symphony Orchestra, consisting of approximately 60-69 musicians.
- c. Provide load-in and set-up to be completed no later than 5:00 p.m.; provide sound check by 7:00 p.m.; and strike and load-out to be completed no later than 11:00 p.m.; and provide chairs, music stands, music lights and extension cords, musical equipment and any other equipment and materials including musical scores and parts owned, rented or borrowed by the El Paso Symphony Orchestra Association, associated with the production of the program. The parties acknowledge that failure to complete load-in, set-up and sound check by the prescribed times will jeopardize the quality of the performance.
- d. Provide on-site technical crew **AT ALL TIMES** to handle transportation and care of Contractor's instrument and equipment.
- e. Provide a sound operator to assist the Chamizal's staff to run the sound board during sound check and performance.
- f. Provide that all performers will be present, on stage, and ready for a sound check no later than 5:40 p.m. on August 28, 2005. Sound check must be finished by 7:00 p.m.
- g. Provide a program for review selection by the Arts and Culture Department no later than May 1, 2005. Program information will include title, composer, and performance length of each piece.
- h. Provide a complete set-up/seating diagram and sound stage diagram.
- i. Hold no public rehearsals or performance of any segment of the program selected by the City for thirty (30) days prior to the performance.
- j. For the purpose of this Contract, the Contractor will conduct services which include a minimum of two rehearsals and the performance.
- k. The parties agree to comply with all rules and regulations of the Chamizal National Memorial, the rented site for the performance.
- 2. In consideration for such services and performance, the City will pay the Contractor FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00), flat guarantee and inclusive. Payment will be rendered in accordance with the City's purchasing policies and procedures. Payment shall be authorized only after the performance has been completed, then the City's Arts

and Culture Department is invoiced for the contracted amount, and the invoice is processed by the City Comptroller.

- 3. In consideration for such services and performance, the City will provide the location for the performance, shall provide advertising and promotional materials regarding the performance by the Contractor, and shall afford the Contractor the opportunity to participate in the Music Under the Stars World Festival.
- 4. No unauthorized person(s) will be allowed backstage or in the sound/lighting area during the performance. Authorized personnel will include Contractor, Contractor's technical personnel, ACD and National Park Service staff.
- 5. The Contractor will provide the Arts and Culture Department with a complete and up-to-date press packet to include two black and white glossy photographs, sample press releases, biographical information, and program notes, no later than May 1, 2005.
- 6. The parties agree that for the purpose of this Contract the Contractor shall be held responsible for obtaining appropriate permission to use and incorporate copyrighted material into their performance. The Contractor agrees that payment of music performing rights, licenses for all music, including encores, to be performed or used in conjunction with the performance hereunder is the sole responsibility of the Contractor. Contractor further agrees to indemnify and hold harmless and defend the City, its officers or employees from and against any and all claims, demands or suits that may be made or brought against them or any of them with respect to the performance of any materials performed under this Contract.
- 7. The Contractor agrees to indemnify and hold the City harmless with respect to any and all claims, liabilities and obligations directly or indirectly arising out of, caused

by, or resulting from, in whole or in part, (i) the performance of the Contractor, or (ii) any act, omission, or breach on the part of the Contractor.

- 8. The Contractor is solely responsible for safeguarding and providing any security that Contractor deems necessary for its theatrical properties, costumes, instruments, equipment and any other personal property. The Contractor acknowledges that the City will not provide any insurance for the personal property of the Contractor and is not responsible for any damage to the Contractor's property regardless of the cause.
- 9. The Contractor specifically acknowledges that, in its capacity as an independent contractor, it has not been provided with workers compensation insurance or other insurance coverage regularly provided by the City's Arts and Culture Department to its regular employees and that the Contractor will secure similar coverage so as to protect its interest in the event of any personal injuries or damages of any kind.
- 10. The City shall be under no liability for failure to perform the terms of this Contract should such failure be due to strike, accidents, riots, epidemics, civil turmoil, or acts of God. It is specifically agreed that this clause includes acts or regulations of governmental authorities and agencies, especially with respect to an "energy crisis" or "smog."

If the place of performance hereunder specified is destroyed or otherwise rendered unsuitable for the performance of Contractor on the time and date noted, by an unavoidable cause or through no fault of the City, it is agreed that neither of the parties will be held responsible for damages for reasons of cancellation of this performance. The City reserves the right to cancel this Contract with no penalty to the City if the Contractor does not maintain a substantially good reputation for the discharge of all obligations.

11. Should the Contractor fail to appear or perform for any reason other than those specified in the Contract hereunder, the Contractor agrees to reimburse the City for any costs the City has contracted for prior to such failure to appear or perform. These expenses may include, but are not limited to, brochure and poster design and printing, program printing, advertising, and staff planning or production time. Should such a failure to appear occur, the City will invoice the Contractor for such expenses within sixty (60) days of the default. The Contractor agrees to pay for such expenses within thirty (30) days following the presentation of this invoice.

The Contractor shall be responsible for out-of-pocket expenses necessitated either by change of date or cancellation by the Contractor after promotion begins, unless the cancellation is for reason of force majeure. All such expenses shall be determined by the City Council and will be presented with substantiation within thirty (30) days following the contracted dates of the performances, and the Contractor shall reimburse the City by check made payable to the City of El Paso, Arts and Culture Department, within ten (10) days following receipt of such statement.

The Contractor's failure, refusal, or neglect, other than as provided for herein, to perform any services or obligations hereunder or a statement by Contractor that the Contractor will so fail, refuse or neglect, shall constitute default hereunder. Should such a default occur and should the City be ready, willing and able to perform all of its obligations hereunder, the City shall be relieved of all obligations under this Contract. In addition, in the event of a default, the Contractor jointly and individually agrees to reimburse City for all verified pre-production expenses incurred by the City, including, without limitation, expenses for the promotion, marketing, and preparation for the performance. It is further agreed that, regardless of whether such a default is caused by or attributable to the Contractor, the City in its sole discretion may submit its claim to the Contractor,

who shall pay the claim in timely fashion as provided herein. The Contractor shall be liable for payment of the City's claim within thirty (30) days after demand.

12. Miscellaneous.

- a. Each of the individuals signing this Contract warrants that he or she has full and current legal authority to act and contract on behalf of the Contractor.
- b. The validity, construction, and effect of this Contract shall be governed by the laws of the State of Texas.
- c. The Contractor agrees to pay state or municipal operator's licenses if any are required.
- d. It is agreed that, should any damage be caused by the Contractor or its staff to any concert location or equipment, the Contractor will be responsible for the payment of the cost of any repairs or replacement required. It is understood that the City will furnish the Contractor with a detailed written statement of all such damages and cost of repair, normal wear and tear excepted, within sixty (60) days of the time of damage.
- e. The Contractor will comply with Chamizal National Memorial parking policies which allow 5 minute backstage parking for load-in and load-out only. Except for one Contractor truck and the conductor's vehicle, no one will be allowed to park backstage during the performance.
- f. The Contractor will forward copies of this Contract and explain the contents and responsibilities to the personnel manager, technical manager (or equivalent), Chairman of the Board, and the conductor.
- g. The Contractor is authorized to sell CD's or audio cassette tapes of its recordings in accordance with the policies of the Chamizal National Memorial. If Contractor decides to sell recordings, Contractor should contact the Arts and Culture Department directly to discuss sales of Contractor's products. The Contractor shall allocate the appropriate sales commission (10%) and state tax (8.25%) to the Arts and Culture Department. Contractor specifically agrees to abide by the Arts and Culture Department pricing policies established for such products.
- 13. The parties hereby mutually agree that the technical rider, attached hereto as Exhibit A, is hereby incorporated by reference and made a part hereof for all purposes.

14. Any notices required under this Contract shall be sufficient if sent by certified mail, return receipt requested to the parties as follows:

CITY:

City of El Paso
Attention: Mayor

2 Civic Center Plaza

El Paso, Texas 79901-1196

COPY TO:

Arts and Culture Department

2 Civic Center Plaza, 6th Floor El Paso, Texas 79901-1196

CONTRACTOR:

El Paso Symphony Orchestra Association

or to such other addresses as the parties may indicate to each other in writing from time to time.

15. This Contract constitutes and expresses the entire agreement of the parties hereto in reference to the professional and expert services of the Contractor for the City and in reference to any of the matters herein provided for, as herein discussed or mentioned in references to providing such services, all promises, representations and understanding relative thereto being herein merged.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

	THE CITY OF EL PASO	
	Joe Wardy Mayor	
ATTEST:		
Richarda Duffy Momsen City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:	
The Tame		
John F. Nance	Alejandrina Drew	
Assistant City Attorney	Director, Arts and Culture Department	
(Signatures of CONTRACTOR: EL PASO SYMPHONY ORCHESTRA A	continued on following page)	
LETAGO GIVILIONI ONCILESTATA		
By: Dacobson	ву:	
Name Printed: Puth Ellen Ja cobson	Name Printed: Idley BASHAM	
Title: Executive Director	Title: Board Chairman	
	By: Dan Pulleck	
	Name Printed: R. Jan Zubeck	
	Title: Personnel Manager	

EXHIBIT "A"

MUSIC UNDER THE STARS WORLD FESTIVAL (OUTDOORS STAGE) TECHNICAL RIDER EI PASO SYMPHONY ORCHESTRA SUNDAY, AUGUST 28, 2005

TO BE PROVIDED BY CHAMIZAL NATIONAL MEMORIAL THEATER

STAGE: The stage floor and backstage area must be clean and free of nails, splinters, and/or any other protrusions.

SOUND SYSTEM: Electro-Voice MT-4 concert system, 24 monitors mixing console with 8 monitors, 1 reverb SPX 900, 3 DI active boxes and 8 passive; 1 graphic equalizer stereo 1/3 octave, 1 stereo composer, 2 digital effects (SPX 990, Peavey ultra verb); 1 Peavey MK-IV 24 in, 4 out mixing console 4 stacks of MT-413, 2 per side, crown MA Amps at 3600VZ, 2400, 1200, and 600 power, monitors, microphones on stands, boom arms, goosenecks, adapters are available. Professional sound staff of the National Park Service will operate the sound system. The El Paso Symphony Orchestra may bring additional sound equipment and their own sound technician to assist Chamizal staff.

SOUND TECHNICIAN: A qualified sound person from the Chamizal National Park Service staff will be present at all time assisted by EPSO sound technician to operate sound equipment during the performance. Stagehands will assist with the installation and placement of sound, and load in and load out.

STAGEHANDS:

1 Oualified Sound Technician

2 Stagehands

2 Stagehands provided by ACD

LIGHTING: General white wash lighting on stage area. No special effects will be permitted on stage.

DRESSING ROOMS: One (1) small air conditioned dressing room with mirrors and proper lighting is available for the conductor inside the theater building. **This is a non-smoking area.**

SOUND CHECK: This will take place 90 minutes prior to performance; performance will begin promptly at 7:30 p.m. A 15-minute intermission between two 45 minute sets of performance.

SCHEDULE 3:30 P.M.- 5:30 P.M. Load in and set up

6:30 P.M.- 7:00 P.M. All musicians must be on stage for sound check

7:30 P.M.- 9:30P.M. Concert with 15 minutes intermission

9:35 P.M.- 11:00P.M. Load out

MISCELLANEOUS: Two tables are needed for Arts & Culture information and EPSO for their respective information brochures.

TO BE PROVIDED BY CONTRACTOR/ARTIST

BACKLINE AND OTHER EQUIPMENT: Any electronic instruments, piano/electrical piano, and onstage amplifiers for electronic instruments. Contractor will provide technical personnel, on-site at all times, to handle delivery, load-in, load-out, care, and maintenance of contractors equipment and instruments used for the performance. Chairs, music stands, music stand lights, and any other equipment needed by Contractor for the concert.

EPSO needs to provide a detailed stage diagram 60 days prior to the performance.

Contractor will be responsible for transportation and care of Contractor's instruments and equipment.

Insurance for Contractor's equipment and instruments used for the concert.

Contractors will be responsible for Chairs for the public, to be placed on the dance floor.

CONTENT OF PROGRAM: Program description must be submitted by May 1, 2005.

OTHER REQUIREMENTS

The Contractor is prohibited from making personal announcements or publicity of any kind during the performance (i.e. birthday or anniversary announcements, etc.). Announcements on Compact Disks or audiocassette sales at the Chamizal National Park are permitted.

No other performers will be allowed on stage without previous approval from ACD. No individuals will be allowed backstage other than Chamizal staff, ACD staff, contractual stagehands, performers, and security staff.

One parking space will be available behind outdoor stage for a vehicle used to transport EPSO heavy sound equipment and a parking space for the EPSO Conductor.

Additional parking will be available for the musicians by Delta/ South San Marcial.

One handicap space will be available behind outdoor stage with 10 days of notification to ACD.

OTHER: Artist hereby grants permission to the City of El Paso to use such materials also in a video collage promoting the variety of arts programming supported by the Arts and Culture Department and the City of El Paso.

Yes:	No:
CONTRACTOR: EL PASO SYMPHONY ORCHESTRA ASSOCIA By: Lacobson Name Printed: Ruth Ellew Jacobson Title: Executive Director	By: Name Printed: TERRY BASHAN Title: Board Chairman
APPROVED AS TO FORM:	APPROVED AS TO CONTENT:
John F. Nance Assistant City Attorney	Alejandrina Drew Director, Arts and Culture Department

The El Paso Symphony Orchestra

Founded in 1930 and entering its 74th season, the El Paso Symphony is the oldest continually performing symphony orchestra in the state of Texas. The El Paso Symphony Orchestra has been long recognized for its innovation and accomplishments.

In March 1996, the El Paso Symphony Orchestra under the baton of Maestro Aykal achieved its first-ever European Tour performing to sold-out concert halls in Germany. In June 2000, members of the El Paso Symphony Orchestra joined Maestro Aykal and the Borusan Istanbul Philharmonic Orchestra for a tour of Turkey, which included performances at the International Instanbul Festival and the Izmir International Festival. In January 2001, the El Paso Symphony Orchestra along with internationally acclaimed harpist Alfredo Rolando Ortiz came together for a first time recording of Ortiz' South American *Suite for Harp and Orchestra*.

Since 1930, the El Paso Symphony has been comprised of a broad base of professional musicians who have played a key role in the cultural and educational development of the region. In addition to a vigorous nine month performance schedule, orchestra members collaborate with other performing arts organizations to assure a superior quality of life for our region. Another important mission of the El Paso Symphony is its commitment to provide excellent music education and outreach programs for students attending El Paso, Las Cruces and Juarez schools and universities.

Lowell E. Graham, a native of Greeley, Colorado, will conduction the Music Under the Stars El Paso Symphony Orchestra pops concert. Graham enjoys a distinguished career conducting ensembles in many musical media, including the El Paso Symphony Orchestra, Green Bay Symphony Orchestra, the Virginia Symphony, the Spokane Symphony, the American Promenade Orchestra, the Greeley Philharmonic, the National Symphonic Winds and the Avatar Brass Ensemble.

Graham is currently the Chairman of the Music Department at the University of Texas at El Paso and is the recipient of the "Abraham Chavez" Chair.

The El Paso Symphony program for this pops concert will perform:

"Movies and Broadway Under the Stars"

Drop Dead Gorgeous
Copland Fanfare for the Common Man

Lone Ranger
Rossini Overture to William Tell

The Age of Innocence J. Strauss Radetzky March

Die Hard Sibelius *Finlandia*

A Space Odyssey Khacharturian *Gayane Suite No. 2*

Fantasia Mussorgsky *Night on Bald Mountain*

--Intermission-

Rodgers Oklahoma (Selections)

Gershwin Porgy and Bess

Andrew Lloyd Webber Phantom of the Opera (Selections)